

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF CALIFORNIA
AND
THE STATE OF ARIZONA**

The parties hereto mutually agree to amend Contract No. 65A0044 dated August 16, 1999, and it's Amendment I dated February 2, 2000, as follows:

1. Article III Miscellaneous Provisions, paragraph 8, is amended to read as follows:

8. This Agreement shall terminate on **June 30, 2003**.
2. All other terms and conditions of the original contract, and it's Amendment I, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement, and it's Amendment I, on the days and years second above written:

STATE OF CALIFORNIA
Department of Transportation

STATE OF ARIZONA
Department of Transportation

By Emma McIntyre
Emma McIntyre
Contracts Officer

By Tim Wolfe
Tim Wolfe
Assistant State Engineer

Date 2/28/01

Date 2/20/01

Approved as to form and procedure by California Attorney

By William B. B...

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF CALIFORNIA
AND
THE STATE OF ARIZONA

The parties hereto mutually agree to amend Contract No. 65A0044
dated August 16, 1999, as follows:

1. Article III Miscellaneous Provisions, paragraph 8, is amended to read
as follows:


This Agreement shall terminate on **June 30, 2001**.


2. **All other terms and conditions of the original contract shall remain
in full force and effect.**

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year
second above written:

STATE OF CALIFORNIA
Department of Transportation

STATE OF ARIZONA
Department of Transportation

By 
DOUG GOTO
Contracts Officer

By 
Tim Wolfe
Assistant State Engineer

Date 2/2/2000

Date 01-27-00

Approved as to form and procedure by California Attorney

By 



ARIZONA DEPARTMENT OF TRANSPORTATION



ARIZONA TRANSPORTATION RESEARCH CENTER

1130 N. 22nd Avenue, Phoenix, Arizona 85009
Phone 602-712-6910 / Fax 602-256-6367

JANE DEE HULL
Governor

DICK WRIGHT
State Engineer

MARY E. PETERS
Director

November 30, 1999

Mr. Alan R. Hansen
Research Program Manager
Federal Highway Administration
234 North Central Avenue - Suite 330
Phoenix, Arizona 85004

SUBJECT: Research Project: SPR-PL-1(51)-473
Intelligent Vehicle Initiative Research

Dear Mr. Hansen:

The purpose of this letter is to request authorization to initiate a no-cost time extension amendment to the existing Advanced Snowplow research agreement between the Arizona and California Departments of Transportation. This intergovernmental agreement, established as California's Contract 65a0044, is recorded as Arizona's JPA 98-222.

This request is to extend the completion date of the project by 18 months to June 30, 2001. There will be no change to the tasks or budgets of the original agreement between the two states. It is the mutual intention of the two Departments to conduct continued testing and development of the advanced snowplow vehicle systems and roadway infrastructure during the next two winters.

Your cooperation is appreciated

Respectfully,

Stephen R. Owen, P.E.
ATRC Project Manager

FHWA APPROVAL

Alan R. Hansen

Date: 12/2/99

AG Contract No. KR98 2752TRN
ADOT ECS File No. JPA 98-222
Funds: ORG P/O's
Project: Advanced Snowplow Testing

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF CALIFORNIA
AND
THE STATE OF ARIZONA

THIS AGREEMENT is entered into 16 AUGUST, 1999,
between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF
TRANSPORTATION (the "Arizona") and the STATE OF CALIFORNIA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "California").

I. RECITALS

1. Arizona is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of Arizona.

2. California is empowered by Government Code 6500 to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the State of California.

3. California and Arizona have agreed to work in cooperation on the testing of California's Advanced Snowplow on Arizona State Highway US-180, all at Arizona expense, in a total amount not to exceed \$50,000.00 for the program.

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NO 23472
Filed with the Secretary of State
Date Filed: 08/16/99
Betsy Bayless
Secretary of State

By Dicky D. Greenwald

THEREFORE, in consideration of the mutual agreements expressed herein, in its agreed as follows:

Article II Scope of Work:

1 California will:

- a. Transport the Advanced Snowplow from California to the Arizona Maintenance Yard located at 5701 E. Railroad Avenue, Flagstaff Arizona and from said location back to California.
- b. Deliver the Advanced Snowplow to the Arizona Maintenance Yard located at 5701 E. Railroad Avenue, Flagstaff, Arizona, on a mutually agreeable date and for a mutually agreeable period of time between California and Arizona
- c. Provide driver training on the operation of the Advanced Snowplow to a selected number of Arizona snowplow drivers.
- d. Provide a technical representative for discussions on the Advanced Snowplow technology.
- e. Invoice Arizona upon return of the Advanced Snowplow to California for all costs associated with transportation of the snowplow and California Advanced Snowplow training staff to and from Arizona.

2 Arizona will:

- a. Reimburse California for all of the costs associated with the transportation of the Advanced Snowplow and California Staff to and from Arizona pursuant to this Agreement, within 30 days after receipt and approval of invoice. **Such reimbursement shall be made via Arizona State purchase orders issued by the Arizona ADOT organization receiving the training.**
- b. Arizona will ensure the Advanced Snowplow will only be operated by authorized and trained Arizona State employees.
- c. Arizona will assume all liability for any and all loss, injury or damages associated with the operation of the Advanced Snowplow while being driven by an Arizona operator.
- d. Arizona will provide California with a written evaluation and recommendation relative to the Advanced Snowplow.

Article III Miscellaneous Provisions:

1. This Agreement is subject to the appropriation and availability of funds of the respective parties hereto, however, that this Agreement may be canceled at any time by either party upon thirty (30) days written notice to the other party, with each party responsible for its share that has been accomplished to date.

2. This Agreement shall become effective upon execution by both parties and filing with the Secretary of the State of Arizona. This Agreement may be canceled in accordance with A.R. S. 38-511, as regards conflicts of interest on behalf of Arizona State employees. The provisions of A.R.S. 35-214, pertaining to 5-year record retention for audit purposes, are applicable to this Agreement.

3. The parties agree that the employees assigned to perform any service under the terms of this Agreement shall remain solely the employees of their respective agencies and entities and will not be entitled to any additional compensation or benefits by reason of this Agreement.

4. That the illegality or invalidity of any provision or portions of this Agreement shall not affect the validity of the remainder of this Agreement.

5. This Agreement constitutes the entire contract between the parties and shall not be modified unless in writing and signed by the parties.

6. Arizona and California shall select a process, agreeable to Arizona and California, for the resolution of claims or disputes. Such process shall include a provision for arbitration.

7. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

*California Department of Transportation
Attn.: Mike Jenkinson
New Technology and Research Program, MS# 83
P.O. Box 942873
Sacramento, Ca 94273-0001*

<i>Arizona Department of Transportation</i>	<i>Steve Owen, Project Manager</i>
<i>Joints Projects Administration</i>	<i>Transportation Research Center</i>
<i>205 S 17th Avenue MD 616E</i>	<i>1130 N. 22nd Avenue</i>
<i>Phoenix, AZ 85007</i>	<i>Phoenix, AZ 85009</i>

8. This Agreement shall terminate on December 31, 1999.

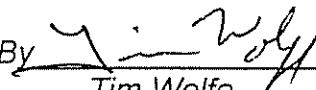
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written:

STATE OF CALIFORNIA
Department of Transportation

By 
Tom Sanborn
Contracts Officer

Date: 5/5/99

STATE OF ARIZONA
Department of Transportation

By 
Tim Wolfe
Assistant State Engineer

Date: 4/7/99


Approved as to form and procedure by California Attorney

By 

RESOLUTION

BE IT RESOLVED on this 6th day of January 1999, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the State of California (CALTANS) for the purpose of defining responsibilities for demonstrating advanced snowplow technology to Arizona.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Ass't State Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

JPA 98-222

DETERMINATION

Arizona Contract No. JPA 98-222, and California Contract No. 65A0049, which is an agreement between states; to wit; the STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, and the STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION has been reviewed by the undersigned for the the State of California who has determined that it is in the proper form and within the powers and authority granted to the State of California under the laws of the State of California.

No opinion is expressed as to the authority of the State of Arizona to enter into said agreement.

DATED this 5th day of May, 1998.

THE STATE OF CALIFORNIA

William B. Bassett



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX. AZ 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

TRN Main: (602) 542-1680
Direct: (602) 542-8837
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MAIN PHONE : (602) 542-5025
FACSIMILE : (602) 542-4085

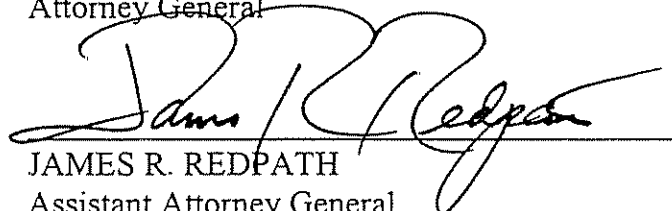
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR98-2752TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED August 6, 1999.

JANET NAPOLITANO
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/81600

Enc.